

REMARKS/ARGUMENTS

The objections to claims 9 and 22

Claims 9 and 22 have been amended as suggested by the Examiner.

The 35 USC § 112, second paragraph, rejections

In the second whole paragraph on page 2 of the official action the examiner states that “because the applicant has not positively recited that the goods or service are purchased, the examiner takes the alternative position that the goods or services are not purchased.” With all due respect to the Examiner, instead of re-interpreting the claim language, perhaps it might be better to stay with the claim as written as opposed to re-interpreting in a way that might lead to an erroneous conclusion. In this case, the claim certainly does not specify that the goods or services are either (i) purchased or (ii) not purchased. So the Examiner should not assume that either (i) or (ii) are true.

Rather it is noted that claim 1, for example, relates to “Apparatus for use in making a purchase decision regarding purchase of a plurality of units of a good or service from a plurality of potential suppliers at a plurality of purchasing times within a purchase period”. Whether or not the user follows through and actually completes the purchase (or backs away from the purchase) is irrelevant to the claim and therefore the Examiner should not be making an assumption in this regard. It just is not dictated by the claim language.

In the third whole paragraph on page 2 of the official action the examiner states that “the examiner is unable to determine what the applicant is claiming by the language ...” and then goes on to tell applicant in the next sentence what the quoted language means. Since the Examiner clearly does understand the quoted claim language it would seem, with all due respect, that the rejection for allegedly not being able to understand it is improper.

In the forth whole paragraph on page 2 of the official action the Examiner take issue with the “may be incurred” language found in claims 3 and 16. Those claims have been amended to recite “is incurred” instead.

The 35 USC § 102 rejections

The Examiner rejects claims 1-11 and 13-17, 19, 21-23 and 27-28 as allegedly being fully anticipated by US Patent Pub. 2004/0153376 to Gabesan. This grounds for rejection is respectfully traversed.

Ganesan teaches a scheme for generating an optimized supplier allocation plan.

Claim 1 specifically recites an apparatus:

“for use in making a purchase decision regarding purchase of a plurality of units of a good or service from a plurality of potential suppliers at a plurality of purchasing times within a purchase period, the apparatus comprising means for determining, estimating or otherwise obtaining one or more outcomes for each of said plurality of purchasing times, each outcome being defined in terms of a quantity of units of said good or service to be purchased at a respective purchasing time and a predicted price of said good or service at a respective purchasing time ...” [emphasis added]

In treating this language the Examiner points the applicant to paragraphs 0005, 0062 and 0074 are allegedly being anticipatory.

Well paragraph 0005 mentions “technical advantage” which reported allow “an optimized allocation of business” or that “the mathematic model may take into account dimensions such as parts, sites, suppliers, and time periods in order to generate an accurate allocation solution.” Frankly, paragraph 0005 is long on selling points, but rather weak when it comes to the technical description of anything.

Paragraph 0062 talks about the 'Minimum/Maximum Percentage of Suppliers Matching Characteristics Requirement" and tells the reader that "[f]or a part, site, and time period, the percentages of allocated suppliers matching a certain characteristic must be greater than or equal to a minimum percentage and less than or equal to a maximum percentage ..." which is apparently defined in the following paragraphs. This is all very well, but what does it have to do with the claim language quoted above? Apparently nothing! So why does the Examiner bother to refer the applicant to paragraph 0062?

Paragraph 0074 teaches that:

"A supplier allocation plan in accordance with the optimized values at step 116. According to one example, the optimized values describe an optimized quantity of parts to be ordered from a supplier for a site at a time period. The supplier allocation plan may specify quantities of parts to be ordered from the suppliers for the sites at different time periods in accordance with the optimized values."

Interesting, but note the complete absence of any reference to "a predicted price of said good or service at a respective purchasing time" as recited in claims 1 and 14. Paragraph 0004 is also interesting:

"According to one example of the present invention, generating an optimized supplier allocation plan includes identifying parts and suppliers associated with an allocation problem, where each supplier can supply at least one part. One or more objective functions are selected. Each objective function has part variables, and each part variable represents a quantity of a part to be procured from a supplier. At least one constraint constraining at least one part variable is received. The one or more objective functions are optimized with respect to the at least one constraint to yield a value for each part variable. A quantity of each part to be procured from at least one supplier is determined according to the values to generate the optimized supplier allocation plan."

Note the discussion about a “part variable” representing “a quantity of a part to be procured from a supplier”.

Ganesan does not avoid the issues of part costs altogether, but the paragraphs cited by the Examiner seems to avoid part costs and particularly omit the disclosure of “a predicted price of said good or service at a respective purchasing time” as recited by claims 1 and 14. And even where a discussion in Ganesan can be found of costs during a time period, it appears that Ganesan assumes that the costs remain constant during one of his time periods. See the definition of $c_{ijk\ell}$ following paragraph 0022. But claim 1 recites “at a plurality of purchasing times within a purchase period” and “the apparatus comprising means for determining, estimating or otherwise obtaining one or more outcomes for each of said plurality of purchasing times, each outcome being defined in terms of a quantity of units of said good or service to be purchased at a respective purchasing time and a predicted price of said good or service at a respective purchasing time” while claim 14 recites “at a plurality of purchasing times within a purchase period” and “determining an optimal purchase strategy regarding purchase of said good or service during said purchase period”.

Additionally claim 1 recites “means for accessing details of terms under which said good or service may be purchased from each of said potential suppliers during said purchase period”. Note that this limitation refers to “said purchase period” which we know from earlier in claim 1 comprises “a plurality of purchasing times”. In a somewhat similar vein, claim 14 recites “accessing details of terms under which said good or service may be purchased from each of said potential suppliers during said purchase period”.

Claim 27, the other independent claim rejected based on Ganesan includes the recitations “Apparatus for use in making a current purchase

decision regarding purchase of a plurality of units of a good or service from a plurality of potential suppliers based on a plurality of projected purchasing times within a purchase period, the apparatus comprising means for determining, estimating or otherwise obtaining one or more outcomes for each of said plurality of projected purchasing times, each outcome being defined in terms of a quantity of units of said good or service projected as being required to be purchased at a respective projected purchasing time and a predicted price of said good or service at a respective projected purchasing time, means for accessing details of terms under which said good or service may be purchased from each of said potential suppliers during said purchase period”. Ganesan fails to meet these limitations.

If the applicant is forced to file an appeal, then the applicant is entitled to know why the Examiner believes that each and every limitation of each and every rejected claim is allegedly taught by the prior art. If the rejections are not withdrawn, then kindly supply that information in the manner required. Please see 37 CFR § 1.104 in this regard.

Reconsideration is respectfully requested.

The Commissioner is authorized to charge any additional fees which may be required or credit overpayment to deposit account no. 08-2025. In particular, if this response is not timely filed, then the Commissioner is authorized to treat this response as including a petition to extend the time period pursuant to 37 CFR 1.136 (a) requesting an extension of time of the number of months necessary to make this response timely filed and the petition fee due in connection therewith may be charged to deposit account no. 08-2025.

Response to Official Action
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I hereby certify that this paper (and any enclosure referred to in this paper) is being transmitted electronically to the United States Patent and Trademark Office on

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